

Remarks:

The pending claims at the time of the outstanding Office Action were claims 62-78, 113-127 and 136-139. By this amendment, Applicant has (1) amended claims 62, 66, 68, 73-76, 78, 113, 116, 118, 123-127, 137 and 139, and (2) canceled claims 136 and 138 without prejudice. Independent claims 62 and 113 have been amended to incorporate the elements of claims 138 and 136 respectively.

IDS Objection:

The Office Action objects to Applicant's IDSs from January, May and August of 2009 "because it does not include a concise explanation of the relevance, as it is presently understood by the individual designated in 37 CFR 1.56(c) most knowledgeable about the content of the information, of each patent listed that is not in the English language." (See Office Action; page 2). In reviewing those IDSs, Applicant notes that all references are in the English language. As such, there is no requirement under 37 CFR 1.98(a)(3)(i) to provide "a concise explanation" of their relevance. Applicant respectfully requests consideration of these IDSs.

Indefiniteness Rejections:

Regarding the indefiniteness rejection in the Office Action based on an allegation that "it is not clear whether the plurality of users in claim 62 and 113 are the same user, or they are different users" (see Office Action; page 3), Applicant has also amended to claims 62 and 113 to address an antecedent basis issue with respect to the term "user" that Applicant believes to be the source of the Examiner's confusion. As such, Applicant respectfully submits that this indefiniteness rejection should be withdrawn.

Furthermore, the Office Action's formulation of the indefiniteness rejection on page 3 includes the allegation that "[i]t is not clear whether the validation of driver license and credit card information are validated using the information from external sources, or, they are validated with the information stored in the system as claimed by the applicant". Applicant interprets this indefiniteness allegation as pertaining to claims 74-76 and 124-126. By way of example, Applicant will discuss claim 124. Claim 124 recites:

... the server system is further configured to perform the following actions before the electronic rental proposal communication:

Application No. 09/698,502
Attorney Docket No. 51017-79635

perform a validation operation on the driver's license information such that the electronic rental proposal communication is not performed should the validation operation indicate the driver's license information is invalid; and should the validation operation indicate the driver's license information is invalid, electronically request that the user re-submit new driver's license information.

Applicant respectfully submits that this claim is not indefinite because the scope of claim 124 is clear – claim 124 does not place a limitation on what information is used to perform the recited validation operation, nor does it place a limitation on a source for such information. Applicant respectfully submits that claims 74-76 and 125-126 are also definite for similar reasons.

Obviousness Rejections:

The Office Action also rejected all pending claims for obviousness based on the combination of the "Hertz" reference, the "Avis" reference and the "HertzGold" reference. For purposes of clarity in this application where numerous art references of record pertain to these companies, Applicant encloses a copy of the "Hertz" reference as Exhibit 1, a copy of the "Avis" reference as Exhibit 2, and a copy of the "HertzGold" reference as Exhibit 3. In formulating the obviousness rejection of claim 62, the Office Action states the following on page 5:

Hertz in view of Avis does not explicitly recite creating a rental contract for a rental vehicle in response to an electronic acceptance by the user of the electronic rental proposal. However, HertzGold teaches concept and capability wherein HertzGold customers do not have to go to any counters. They can proceed straight to their pre-selected vehicle. **This clearly shows that HertzGold generates contract for their customers when a reservation is made to enable them to bypass the rental counter.**

Furthermore, regarding claim 138 (whose elements are now present in independent claim 62), the Office Action summarily and incorrectly states at page 11:

Regarding claims 136 and 138, Hertz in view of Avis and HertzGold teaches capability to perform the additional data acceptance, the electronic rental proposal communication, the electronic rental contract creation and the rental transaction storage regardless of whether the user has a pre-existing master rental agreement with a rental car company that operates the car rental facility.

Applicant respectfully submits that the 35 USC 103 rejection of claim 62 is improper and must be withdrawn because, inter alia, the Office Action fails to establish a prima facie case for the obviousness of claims 62 and 138, as explained below.

Applicant respectfully submits its understanding that the "Hertz #1 Club Gold Canopy Service" that is the subject of the HertzGold reference is a service provided only to Hertz customers who are members of "Hertz #1 Club Gold" as exemplified by the inclusion of "Hertz #1 Club Gold" in the name of the service. Thus, the "Gold Canopy Service" is a type of service that is provided to Hertz #1 Club Gold members at certain Hertz rental locations. It is Applicant's understanding that to become a member of "Hertz #1 Club Gold", a customer is required to sign a Master Rental Agreement (MRA) with Hertz.¹ As such, the counter bypass capability described in the HertzGold reference is only available to Hertz customers who have a pre-existing MRA with Hertz. Thus, the HertzGold reference does not disclose anything qualitatively different than the conventional reservation methods described in the "Background" section of the patent application. (See Patent Application; p. 2, lines 26-31). It was against this backdrop that Applicant developed embodiments of the invention of claim 62. "Known conventional reservation methods do not permit a user to complete and store an electronic rental agreement for a vehicle without employing a pre-existing master rental agreement." (See Patent Application; p. 3, lines 6-8 (emphasis added)).

Thus, in stark contrast to HertzGold, claim 62 recites that "the electronically accepting, communicating, electronic rental contract creating and rental transaction storing steps are performed regardless of whether the user has a pre-existing master rental agreement with a rental car company that operates the car rental facility." As such, the method of claim 62

¹ Applicant explains the basis for this understanding below with reference to evidence in the IDS record of this patent application.

permits a user who does not have a pre-existing master rental agreement with the subject rental car company to create an "electronic rental contract", where the electronic rental contract permits "the user to avoid creating a rental contract at the rental counter when arriving at the car rental facility to pick up a rental vehicle in accordance with the electronic rental contract" as recited in claim 62. HertzGold, not only completely lacks this element of claim 62, but also by limiting counter bypass capability to only customers with pre-existing MRAs, teaches away from the invention of claim 62. Proceeding contrary to that which is taught by the cited references, and HertzGold in particular, the invention of claim 62 greatly expands the universe of users who have the ability "to avoid creating a rental contract at the rental counter when arriving at the car rental facility to pick up a rental vehicle in accordance with the electronic rental contract". Given this shortcoming of the cited references, Applicant respectfully submits that claim 62 is patentable. Applicant further submits that independent claim 113 is patentable for the same reasons.

Evidentiary Basis for Applicant's Understanding Regarding Hertz #1 Club Gold:

As stated above, it is Applicant's understanding that to become a member of the Hertz #1 Club Gold, a user needs to sign a master rental agreement. Exhibits 4-6 demonstrate the basis for Applicant's understanding in this regard. Exhibit 4 is a copy of the "Hertz Services: #1 Club Gold, "United States Programs" reference, from web.archive.org/web/19970403234524/www.hertz.com/serv/us/program_gold.html, 1 page" from Applicant's January 2009 IDS. Exhibit 5 is a copy of the "Hertz #1 Club Gold, "The fast, easy way to rent a car around the world", from web.archive.org/web/1998070194845/www.hertz.com/serv/us/gold/learnmore.html, 2 pages" reference from Applicant's January 2009 IDS. Exhibit 6 is a copy of the "Hertz #1 Club Gold Screenprints from web.archive.org for www.hertz.com from July 2, 1998, accessed from web.archive.org on September 29, 2010, 10 pages" reference submitted in the IDS that accompanies this response.

In connection with Hertz #1 Club Gold, Exhibit 4 states "[u]pon enrollment you complete a single master enrollment agreement, in which you tell us your preferred car type, optional coverages, and your preferred method of payment. Hertz then maintains this information for you, so that whenever you arrive at the Gold location, all necessary information will have

already been transmitted for your rental." (See Exhibit 4 (emphasis added)). Exhibit 5 corroborates this when it explains how to enroll in the Hertz #1 Club Gold:

Enroll today for fast, easy car rentals.

Just print out a copy of the Hertz #1 Club Gold Enrollment Agreement. Once you enroll, indicating your preferred car type, optional coverages and payment method, your rental information is stored in the Hertz global computer database. Then, when you call at least 2 hours in advance, your paperwork will be waiting when you arrive at the rental location.

After you print out the Enrollment Agreement, remember to complete the entire agreement, sign and mail or fax to Hertz #1 Club Gold. We look forward to welcoming you soon as a new Hertz #1 Club Gold member! (See Exhibit 5)

Furthermore, Exhibit 6 provides similar corroboration (see page 5 of Exhibit 6) and also identifies the "Rental Terms & Conditions" for the Hertz #1 Club Gold master rental agreement (see pages 6-10 of Exhibit 6).

After a customer signs the MRA to become enrolled in the Hertz #1 Club Gold program, that customer can then use the Hertz website to book rentals in accordance with the service described by HertzGold. Exhibit 7 included herewith (which is a copy of the "Hertz Rate and General Information, "Rate and General Information Screen", from web.archive.org/web/199704032325...rtz.com/InteractiveRes/htm..., 1 page" reference from Applicant's January 2009 IDS) identifies an online screen that a Hertz customer would use for this purpose. A copy of the screenprint is reproduced below. As can be seen, this screen requires the customer to enter his/her Hertz #1 Club Gold membership number to proceed (or enter his/her name so that the customer's membership in the Hertz #1 Club Gold program can be confirmed). Therefore, Exhibit 7 demonstrates that Hertz #1 Club Gold membership (and thus a pre-existing MRA) is a requirement to take advantage of the Hertz #1 Club Gold Canopy Service described by HertzGold. As stated above, this requirement is completely contrary to claims 62 and 113 (and all claims dependent therefrom).

Application No. 09/698,502
Attorney Docket No. 51017-79635

Rate and General Information Screen

Welcome to the Hertz #1 Club Gold Reservation area.

Please enter the following information so we can access your #1 Club Gold profile.

Hertz Number One Club or Hertz Gold Membership Number: _____

Customer Last Name: _____

Customer First Name: _____

Pickup Date: Month Day Year Pickup Time: Hour Min AM

Return Date: Month Day Year Return Time: Hour Min AM

Arrival airport: NONE Flight Number: _____

Renting Country-State or Province: **Choose one of the following**

OR Airport/OAG Code: _____

Check here if NOT returning to the same location

To book a reservation online through Hertz's #1 Club Gold program, a user must enter his/her #1 Club Gold number or provide his/her name so that the #1 Club Gold profile can be accessed. This demonstrates that the Hertz #1 Club Gold members **must** have a pre-existing MRA to make a reservation through the #1 Club Gold program.

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Conclusion:

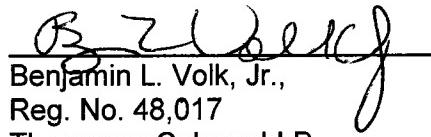
For the foregoing reasons, Applicant respectfully submits that all pending claims are in condition for allowance. If the Examiner believes, for any reason, that personal communication will expedite prosecution of this application, the Examiner is invited to telephone the undersigned at the number provided below.

Also, Applicant believes that this amendment and remarks are sufficient for overcoming the rejections raised by this Office Action. However, should Applicant later need to further respond to these or new claim rejections, Applicant reserves the right to fully respond to these and any other new rejections, including but not limited to further amending the claims and/or adding new claims, submitting evidence in favor of the patentability of the claims, disputing the

Application No. 09/698,502
Attorney Docket No. 51017-79635

alleged prior art status of the cited references or other assertions made in the Office Action if warranted, and raising new arguments in favor of patentability.

Respectfully submitted,



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